

1 MARK W. HOHLT  
2 CHURCHILL, LEONARD, BROWN & DONALDSON  
3 235 Union Street NE  
4 PO Box 804  
5 Salem, OR 97308  
6 (503) 585-2255  
7 Of Attorneys for Plaintiff

8 IN THE CIRCUIT COURT OF THE STATE OF OREGON

9 MARION COUNTY CASE NO. 870-11640

10 COMMERCIAL COLLECTIONS )  
11 OF OREGON, INC., )  
12 )  
13 Plaintiff, )  
14 )  
15 vs. )  
16 )  
17 CHARLES A. SIDES, )  
18 )  
19 Defendant. )

**COMPLAINT**  
**(Breach of Listing Agreement)**

22 1  
23 Plaintiff Commercial Collections of Oregon, Inc., is a licensed  
24 Oregon collection agency, duly registered, organized and existing  
25 according to law, and is the owner by assignment of all accounts,  
26 claims and instruments hereinafter set forth. Defendant Charles A.  
27 Sides is an individual.

## 1 - COMPLAINT

Churchill, Leonard, Brown & Donaldson  
PO Box 804  
Salem, Oregon 97308  
(503) 585-2255

1 is attached hereto as Exhibit 1, and incorporated herein by this  
2 reference.

3 3

4 Plaintiff has performed all conditions precedent of the Listing  
5 Agreement described above.

6 4

7 Pursuant to the terms of the Listing Agreement, Real Estate  
8 Professionals obtained leases with Utility Resources Inc., Image  
9 Resources, and Ron Kelemen and Ron LeBlanc for the Defendant  
10 Charles A. Sides.

11 5

12 Pursuant to the terms of the Listing Agreement, the Defendant  
13 Charles A. Sides now owes commissions in the sum of \$25,679.93, plus  
14 accrued interest in the amount of \$903.88 as of September 8, 1987, plus  
15 interest thereafter at the rate of 9% per annum until paid.

16 6

17 The Defendant Charles A. Sides has failed and refused to pay the  
18 above sum to Real Estate Professionals although demand has been made.

19 7

20 The Listing Agreement provides that in case suit or action is  
21 instituted to collect payments under the agreement, Defendant  
22 Charles A. Sides agreed to pay in addition to costs and disbursements  
23 such additional sums as the Court may adjudge reasonable as attorney's  
24 fees.

2 - COMPLAINT

Churchill, Leonard, Brown & Donaldson  
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Salem, Oregon 97308  
(503) 585-2255

2 Plaintiff has been obliged to employ an attorney for the purpose of  
3 instituting and prosecuting this action and is entitled to reimbursement  
4 from the Defendant Charles A. Sides for its reasonable attorney's fees.

6 Plaintiff is now the lawful owner and holder of said Listing  
7 Agreement.

\* \* \* \* \*

9 WHEREFORE, Plaintiff prays for judgment against Defendant  
10 Charles A. Sides in the principal sum of \$25,679.93, plus accrued  
11 interest in the amount of \$903.88 as of September 8, 1987; plus  
12 Plaintiff's reasonable attorney's fees, together with Plaintiff's costs and  
13 disbursements incurred herein; plus interest thereafter at the rate of  
14 9% per annum until paid.

15 DATED this 16<sup>th</sup> day of September, 1987.

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CHURCHILL, LEONARD,  
BROWN & DONALDSON

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By Mark W. Hohlt  
Mark W. Hohlt  
OSB# 80266  
of Attorneys for Plaintiff

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26

Trial Attorney:  
Paul R. J. Connolly  
OSB# 84409

MWH4A:kmd2  
1902098.02

3 - COMPLAINT

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PO Box 804  
Salem, Oregon 97308  
(503) 585-2255

JUDGMENT AWARDING ATTORNEY FEES TO PLAINTIFF  
This matter came before the court on plaintiff's motion for attorney fees on November 30, 1988. Plaintiff appeared through counsel Michael Duane Brown. Defendant appeared through counsel Rodney C. Zeeb. The court heard argument of counsel and considered the evidence and the records and files herein. Now, therefore, THE COURT FINDS that Plaintiff is now entitled to judgment for attorney fees as follows: (1) for pre-February 1988 services in the sum of \$638.07, and (2) post-February 1988 services of \$2,650.00. IT IS HEREBY ORDERED that plaintiff have judgment against defendant for attorney fees now due and payable in the sum of \$3,288.07.

Dated this 7 day of Dec., 1988

Jockey  
Circuit Court Judge

27 Submitted by:  
28 Michael Duane Brown  
29 OSB # 74044  
30 Of attorneys for Plaintiff  
31 MDP15

31 MDB1B:bjs1  
32 1902096.002

1 - JUDGMENT AWARDING ATTORNEY FEES TO PLAINTIFF  
Churchill, Leonard, Brown & Donaldson  
PO Box 804  
Salem, Oregon 97301

1 MICHAEL DUANE BROWN  
2 CHURCHILL, LEONARD,  
3 BROWN & DONALDSON  
4 PO Box 804  
5 Salem, Oregon 97308  
6 Telephone: (503)585-2255  
7 Attorneys for Plaintiff

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MARIION COUNTY COURTS  
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9 IN THE CIRCUIT COURT OF THE STATE OF OREGON  
10 MARION COUNTY CASE NO. 87C 11640  
11 COMMERCIAL COLLECTIONS OF )  
12 OREGON, INC. )  
13 vs. Plaintiff, )  
14 CHARLES A. SIDES, )  
15 Defendant. )  
16 )  
17 )  
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20 )

21 ORDER ALLOWING PLAINTIFF'S  
22 MOTION FOR PARTIAL SUMMARY JUDGMENT

23 This matter came before the Hon. Rodney W. Miller on  
24 December 17, 1987, on Plaintiff's Motion for Partial Summary Judgment.  
25 Plaintiff appeared through counsel Michael Duane Brown. Defendant  
26 appeared through counsel Rodney C. Zeeb. The court heard oral  
27 argument of counsel and considered the records and files herein, and  
28 took the matter under advisement. The court has fully reviewed this  
matter and has issued a letter opinion dated December 22, 1987. Now,  
therefore,

29 THE COURT FINDS:

30 1. The agreement of June 3, 1986, is not ambiguous and is an  
31 exclusive listing for plaintiff/assignor;  
32 2. There is no genuine issue as to any material fact concerning  
33 the court's finding above;

1 - ORDER ALLOWING PLAINTIFF'S MOTION (Partial Judgment)  
Churchill, Leonard, Brown & Donaldson  
PO Box 804  
Salem, Oregon 97308

1  
2       3. Plaintiff may have summary judgment in accordance with the  
3 court's finding.  
4       Now, therefore,  
5       IT IS HEREBY ORDERED that Plaintiff's Motion for Summary  
6 Judgment is allowed as to liability for commissions on leases described  
7 in Plaintiff's complaint.  
8       IT IS FURTHER HEREBY ORDERED that there are material  
9 questions of fact as to the amount of said commissions, and this matter  
10 is continued for trial as to the amount of damages to be awarded to  
11 Plaintiff.

12       Dated this 8 day of June, 1988.

  
Hon. Rodney W. Miller

14       Submitted by:  
15       CHURCHILL, LEONARD,  
16       BROWN & DONALDSON  
17       by: Michael Duane Brown  
18       OSB # 74044  
19       MDB2a:bjs1  
20       1902096.002

2 - ORDER ALLOWING PLAINTIFF'S MOTION (Partial Judgment)  
Churchill, Leonard, Brown & Donaldson  
PO Box 804  
Salem, Oregon 97308  
(503) 585-2255

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4 PO Box 804  
5 Salem, OR 97308  
6 (503) 585-2255  
7 Of Attorneys for Plaintiff

8 IN THE CIRCUIT COURT OF THE STATE OF OREGON

9 MARION COUNTY CASE NO. 87C-11649

10 COMMERCIAL COLLECTIONS )  
11 OF OREGON, INC., )  
12 )  
13 Plaintiff, )  
14 )  
15 vs. )  
16 )  
17 CHARLES A. SIDES, )  
18 )  
19 Defendant. )

**COMPLAINT**  
**(Breach of Listing Agreement)**

22 1

23 Plaintiff Commercial Collections of Oregon, Inc., is a licensed  
24 Oregon collection agency, duly registered, organized and existing  
25 according to law, and is the owner by assignment of all accounts,  
26 claims and instruments hereinafter set forth. Defendant Charles A.  
27 Sides is an individual.

28 2

29 On or about June 3, 1986, the Defendant Charles A. Sides entered  
30 into a written agreement with Real Estate Professionals in which he  
31 agreed to pay Real Estate Professionals a commission for leases obtained  
32 for the property known as the 1500 Building based on the schedule  
33 contained in the Listing Agreement. A copy of the Listing Agreement

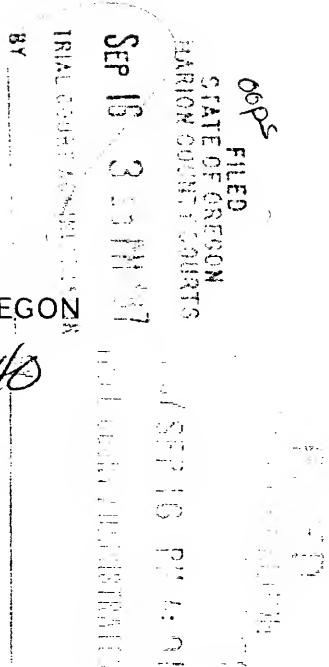
## 1 - COMPLAINT

Churchill, Leonard, Brown & Donaldson  
PO Box 804  
Salem, Oregon 97308  
(503) 585-2255

& DONALDSON

RT OF THE STATE OF OREGON

CASE NO. 870-11640



OMPLAINT  
(Listing Agreement)

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ions of Oregon, Inc., is a licensed  
y registered, organized and existing  
owner by assignment of all accounts,  
after set forth. Defendant Charles A.

2  
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ssionals a commission for leases obtained  
e 1500 Building based on the schedule  
ent. A copy of the Listing Agreement

1 is attached hereto as Exhibit  
2 reference.

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4 Plaintiff has performed all  
5 Agreement described above.

6

7 Pursuant to the terms of  
8 Professionals obtained leases v  
9 Resources, and Ron Kelemen  
10 Charles A. Sides.

11

12 Pursuant to the terms of the  
13 Charles A. Sides now owes comm  
14 accrued interest in the amount of  
15 interest thereafter at the rate of 9

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17 The Defendant Charles A. Sides  
18 above sum to Real Estate Profession

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20 The Listing Agreement prov  
21 instituted to collect payments  
22 Charles A. Sides agreed to pay  
23 such additional sums as the Cou  
24 fees.

onard, Brown & Donaldson  
PO Box 804  
n, Oregon 97308  
(503) 585-2255

2 - COMPLAINT

Churchill, Le

Salem

2 Plaintiff has been obliged to employ an attorney for the purpose of  
3 instituting and prosecuting this action and is entitled to reimbursement  
4 from the Defendant Charles A. Sides for its reasonable attorney's fees.

6 Plaintiff is now the lawful owner and holder of said Listing  
7 Agreement.

\* \* \* \* \*

9 WHEREFORE, Plaintiff prays for judgment against Defendant  
10 Charles A. Sides in the principal sum of \$25,679.93, plus accrued  
11 interest in the amount of \$903.88 as of September 8, 1987; plus  
12 Plaintiff's reasonable attorney's fees, together with Plaintiff's costs and  
13 disbursements incurred herein; plus interest thereafter at the rate of  
14 9% per annum until paid.

15 DATED this 16<sup>th</sup> day of September, 1987.

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CHURCHILL, LEONARD,  
BROWN & DONALDSON

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By Mark W. Hohlt  
Mark W. Hohlt  
OSB# 80266  
of Attorneys for Plaintiff

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Trial Attorney:  
Paul R. J. Connolly  
OSB# 84409

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3 - COMPLAINT

Churchill, Leonard, Brown & Donaldson  
PO Box 804  
Salem, Oregon 97308  
(503) 585-2255

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FILED  
STATE OF OREGON  
MARION COUNTY COURTS

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TRIAL COURT ADMINISTRATOR

1 IN THE CIRCUIT COURT OF THE STATE OF OREGON

2 FOR THE COUNTY OF MARION

3

4 PLATT ELECTRIC SUPPLY, INC., )  
5 an Oregon corporation, )  
6 )

7 )  
8 Plaintiff, )  
9 )  
10 vs. )  
11 )  
12 CHARLES A. SIDES and SALLY ANN )  
13 SIDES, individuals and husband and )  
14 wife; SPARKY ELECTRIC )  
15 CORPORATION, an Oregon corporation; )  
16 SEAFIRST MORTGAGE CORPORATION, )  
17 a Washington corporation; JAMES D. )  
18 VICK, an individual; CHARLES A. )  
19 MORGAN and GAYLEEN V. MORGAN, )  
20 individuals and husband and wife, )  
21 DENISE L. ZEEB dba ZEEB INTERIORS; )  
22 BILL STERETT and GLENNA STERETT )  
23 dba SUNLITE PLUMBING & HEATING; )  
24 TRICIA A. McBRIDE dba McBRIDE'S )  
25 INDUSTRIAL COATING & )  
26 CONSTRUCTION; EOFF ELECTRIC )  
27 COMPANY, an Oregon corporation; )  
28 L.D. MATTSON, INC., an Oregon )  
29 corporation; JET HEATING, INC., )  
30 an Oregon corporation; and )  
31 JET INSULATION, INC., an Oregon )  
32 corporation. )  
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34 Defendants. )  
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2.

At all times material herein, defendants Sparky Electric Corporation ("Sparky"), EOFF Electric Company ("EOFF"), L.D. Mattson, Inc. ("Mattson"), Jet Heating, Inc. ("Jet-H") and Jet Insulation, Inc. ("Jet-I") were and are Oregon corporations; defendant SeaFirst Mortgage Corporation ("SeaFirst") was and is a corporation duly organized and existing under the laws of the State of Washington; defendants Charles A. Sides and Sally Ann Sides ("Sides") were and are individuals and husband and wife; defendant Denise L. Zeeb is an individual dba Zeeb Interiors ("Zeeb"); defendants Bill and Glenna Sterett are individuals dba Sunlite Plumbing & Heating ("Sunlite"); defendant Tricia A. McBride is an individual dba McBride's Industrial Coating & Construction ("McBride's"); defendant James D. Vick ("Vick") is an individual; and defendants Charles A. Morgan and Gayleen V. Morgan ("Morgans") are individuals and husband and wife.

3.

At all times material herein, a certain improvement consisting of an office building was in the course of construction on the real property described as a Portion of Lot 14, GEORGE H. JONES ADDITION to Salem, Marion County, Oregon, and as more fully described on Exhibit "B" attached hereto and incorporated by reference herein. The whole of the property is necessary for the convenient use and occupancy of the improvement.

4

At all times material herein, defendants Sides are and have been the record owners or reputed owners of said real property and the improvements thereon.

5

From December 11, 1986 through February 4, 1987, plaintiff, at the request of defendant Sparky, furnished electrical materials and supplies used and incorporated

1 in the improvement for the benefit of the improvement and the property. The  
2 contract price and agreed and reasonable value of the electrical materials and  
3 supplies so furnished by plaintiff and used and incorporated in the construction of  
4 said improvement is the sum of \$3,646.71. Said sum is now due and owing to plaintiff  
5 together with service charges thereon at the rate of 18% per annum from March 6,  
6 1987 until paid.

7 **6.**

8 Plaintiff has fully performed all the terms and conditions of the agreement on  
9 its part to be performed and completed said performance on February 4, 1987.

10 **7.**

11 Within eight days, excluding Saturdays, Sundays and legal holidays, after the  
12 date of delivery by plaintiff of said materials, plaintiff caused to be delivered to  
13 defendants Sides and SeaFirst a written notice by certified mail, return receipt  
14 requested, stating that plaintiff had commenced to deliver materials and supplies for  
15 use on the property upon the order of defendant Sparky, that a lien may be claimed  
16 for all materials and supplies delivered after a date which is eight days excluding  
17 Saturdays, Sundays and legal holidays, before the notice was delivered or mailed,  
18 that payment by the owner or lender to the contractor does not remove the right of  
19 the person furnishing materials or supplies to claim a lien against the property unless  
20 the person giving the notice is in fact paid, and that no further notice to the owner  
21 of this or subsequent deliveries is necessary.

22 **8.**

23 On April 30, 1987, within ninety days after the last date plaintiff furnished  
24 materials to defendant Sparky to be used and incorporated in the improvement,  
25 plaintiff filed with the recording officer of Marion County, Oregon, a claim of lien  
26 containing a true statement of its demand after deducting all just credits and offsets,

1 the name of the owner or reputed owner of said real property and improvement,  
2 the name of the person to whom the claimant furnished the materials, together with  
3 the description of the property to be charged with the lien, sufficient for  
4 identification, including the address, and verified by the oath of a person having  
5 knowledge of the facts. Said lien was recorded at Reel 543, Page 66 of the Marion  
6 County Records. A true copy of said lien is attached hereto as Exhibit "A" and  
7 incorporated as if fully set forth herein.

8 **9.**

9 On May 4, 1987, within twenty days of the date of filing said lien, plaintiff  
10 delivered a notice in writing to each of the defendants Sides and SeaFirst by certified  
11 mail, return receipt requested, stating that said lien had been filed and enclosing a  
12 true copy of the same.

13 **10.**

14 More than ten days prior to filing this Complaint, plaintiff delivered a notice  
15 in writing to each of the defendants Sides and SeaFirst by certified mail, return  
16 receipt requested, stating that plaintiff intended to commence suit to foreclose its  
17 lien unless said lien was paid within ten days of said notice.

18 **11.**

19 Plaintiff is entitled to \$9.00 paid to the County Clerk of Marion County,  
20 Oregon for filing and recording its claim of lien, together with \$215.00 paid to Key  
21 Title Insurance Company for the title report necessary to institute this action.

22 **12.**

23 Pursuant to ORS 87.060, plaintiff is entitled to recover its reasonable attorneys  
24 fees for the foreclosure of said lien.

25

26

13.

Defendants Sides, SeaFirst, Vick, Morgans, Zeeb, Sunlite, McBride, EOFF, Mattson, Jet-H and Jet-I all claim some right, title and interest in the real property and the improvement thereon as shown by the title report attached hereto as Exhibit "B" and incorporated by reference herein. All of said interests are inferior and subordinate to or, in the case of valid construction liens, of equal priority with plaintiff's lien.

14.

Plaintiff has no plain, speedy or adequate remedy at law. It will be necessary to sell all of the property to satisfy its claim for relief.

**SECOND CLAIM FOR RELIEF**

Plaintiff, for a Second Claim for Relief, and against defendant Sparky only, alleges as follows:

15.

Realleges and incorporates by reference herein the allegations contained in paragraphs 1-4 and 6 of its First Claim for Relief.

16-

Between December 11, 1986 and February 4, 1987, plaintiff furnished electrical materials and supplies at the special instance and request of defendant Sparky for the improvement located at and constructed upon the tract of land described herein. Said materials, furnished to and used by defendant Sparky in the improvement of said property, were of the agreed and reasonable value of \$3,646.71.

17.

Plaintiff's invoices provide: "Credit sales subject to these terms: 30 days net, which means each invoice should be paid within 30 days of its date or a credit sale charge will be made on all balances more than 30 days old which . . . charge will

1 be computed by a Periodic Rate at the maximum rate amount per month allowable  
2 by law applied to amounts of balances which are not paid within 30 days of the  
3 original invoice date. . . ."

18.

5       Despite plaintiff's demand therefor, defendant Sparky has not paid said sum  
6       nor any part thereof, and defendant Sparky is now indebted to plaintiff in the amount  
7       of \$3,646.71 together with service charges thereon at 18% per annum from March 6,  
8       1987 until paid.

**WHEREFORE**, Plaintiff prays for judgment and a decree of this Court as follows:

1. On its First Claim for Relief, for a decree foreclosing its claim of lien for the amount of \$3,646.71, together with interest thereon at 18% per annum from March 4, 1987 until paid, \$9.00 as the filing fee, \$215.00 as the title search fee, its reasonable attorney's fees, and for its costs and disbursements incurred herein, against the improvement and the real property; that plaintiff's lien be declared a first, valid and subsisting lien against the improvement and the property; that the defendants and each of them and all those claiming by, through or under them be forever foreclosed of all right, title and interest in the improvement and the property or any part thereof; that the property be sold by the Sheriff of Marion County, Oregon, in the manner provided by law as on execution to satisfy the aforesaid sums of money; and that plaintiff be permitted to purchase at said sale;
2. On its Second Claim for Relief, for judgment against defendant Sparky in the amount of \$3,646.71 together with interest thereon at 18% per

annum from March 4, 1987 until paid, and for its costs and disbursements incurred herein; and

3. For such other and further relief as the Court deems just and proper.

**FURRER & SCOTT**

Marcial Jory  
Marcia L. Jory, OSB No. 80449  
Of Attorneys for Plaintiff

Trial Attorney: Marcia L. Jory

## CLAIM OF LIEN

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, PLATT ELECTRIC SUPPLY, INC., 10605 SW Allen Boulevard, Beaverton, OR 97005

hereinafter designated the "Claimant", did, on the 11th day of December, 1986, at the request of Sparky Electric, 7537 Lakeside Drive NE, Salem, OR 97305, commence to furnish material to be situated upon that certain building or structure consisting of an Office Building situated upon the following described land, to wit:

Portion of Lot 14, George H. Jones Addition to Salem;  
Tax Lot 82661-410, Deed Reel 487, Page 443, Marion County.  
Common Address: 1500 Liberty Street SE, Salem, OR 97305

in Marion County, State of Oregon, of which property the owner, or reputed owner is Charles A. Sides & Sally Ann.

The furnishing of which material ceased on the 4th day of February, 1987, and for which the following is a true statement of claimant's demand for the reasonable and agreed value thereof after the deduction of all just credits and offsets.

TO: Sparky Electric  
(Name of person who requested said material)

IN ACCOUNT WITH CLAIMANT

Invoice No.	Invoice Date	Invoice Amount
04097023	2/01/87	\$ 714.19
04097244	2/01/87	\$ 844.68
04097409	2/01/87	\$1889.05
04098163	2/04/87	\$ 198.79

For which materials the claimant, undersigned, claims a lien upon the property herein described and the buildings and structures situated thereon for the said sum of Three Thousand Six Hundred Forty-Six Dollars and 71/100 Dollars (\$3,646.71).

DATED this 27th day of April, 1987.

PLATT ELECTRIC SUPPLY, INC.

By: Carolyn Gans  
Carolyn Gans, Its Attorney

Return: STRASBURG, LEVY & SPITZER, P.S.  
1001 Fourth Avenue Plaza, Suite 3939  
Seattle, WA 98154 (206) 624-6131

STATE OF WASHINGTON )  
                         ) ss.  
COUNTY OF KING       )

Carolyn Gans, being first duly sworn, says: I am an attorney of the claimant above named and who signed the foregoing claim, that I know the contents of said claim and have knowledge of the facts therein set forth, and that the same is in all respects true and correct and contains a true statement of claimant's demands and the amount due claimant after deducting all just credits and offsets.

*Carolyn Gans*

SUBSCRIBED AND SWORN to before me this 27th day  
of April, 1987.

*Michelle A. Moodie*  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Bellevue.

My commission expires: 2/8/89

STATE OF OREGON

County of Marion  
I hereby certify  
that the within was  
received and duly  
recorded by me in  
Marion County  
records:

Fee \$ 450

Hand Returned

REEL  
543  
PAGE  
66

APR 30 11 45 AM '87  
ALAN H. DAVIDSON  
MARION COUNTY CLERK  
BY *[Signature]*  
SHERIFF

EXHIBIT "A"

I. D. No. 265-JG N° 600402

## JUDICIAL FORECLOSURE GUARANTEE

ISSUED FROM THE OFFICE OF  
KEY TITLE COMPANY

222 High Street, S. E.

Salem, Oregon 97308

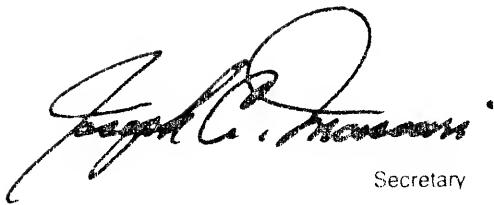
Phone: (503) 585-1881

Policy issuing Agent for

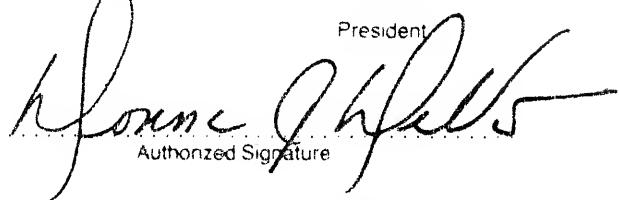
SAFECO TITLE INSURANCE COMPANY OF OREGON

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, SAFECO TITLE INSURANCE COMPANY OF OREGON, an Oregon Corporation, herein called the Company, for the fee paid for this Guarantee, the amount and effective date of which are shown herein, hereby Guarantees the parties herein called the Assured, against actual loss not exceeding the liability amount stated herein which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the effective date stated herein,

1. The title to the herein described estate or interest was vested in the vestee named, subject to the matters shown as Exceptions herein, which Exceptions are not necessarily shown in the order of their priority; and
2. The necessary parties defendant in a suit to foreclose the lien are as herein stated.



Secretary

  
  
President  
Authorized Signature

## CONDITIONS AND STIPULATIONS

### 1. DEFINITION OF TERMS

The following terms when used in this Guarantee mean:

- (a) "land": the land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property;
- (b) "public records": those records which impart constructive notice of matters relating to said land;
- (c) "date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

### 2. EXCLUSIONS FROM COVERAGE ON THIS GUARANTEE

The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.

### 3. PROSECUTION OF ACTIONS

- (a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

### 4. NOTICE OF LOSS - LIMITATION OF ACTION

A statement in writing or any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.

### 5. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness

payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

### 6. LIMITATION OF LIABILITY - PAYMENT OF LOSS

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated within this Guarantee.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorney's fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for indorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

### 7. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right or subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

### 8. GUARANTEE ENTIRE CONTRACT

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.

No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

### 9. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this Guarantee or to:

**SAFECO TITLE INSURANCE COMPANY OF OREGON**  
**1800 S.W. FIRST AVENUE**  
**PORLAND, OREGON 97201**

**EXHIBIT "B"**

**Page 2 of 9**

### 10. THE FEE SPECIFIED WITHIN THIS GUARANTEE IS THE TOTAL FEE FOR TITLE SEARCH AND EXAMINATION

MARSHA JORY, ATTY  
Attn: Marsha  
PO Box 23414  
Tigard, OR 97223

August 5, 1987  
Report No: 18-16374PS  
Your No: -0-  
Assured: SIDES CHARLES  
Borrower: .

GUARANTEE FOR:  
Judicial Foreclosure \$3646.71

PREMIUM:  
Judicial Foreclosure Guarantee \$200.00  
Government Service Fee \$ 15.00

EXHIBIT I

Guarantee No. 18-16374/600402      Effective Date: July 29, 1987

Liability \$3,646.71      Fee \$200.00

A. Assured:

PLATT ELECTRIC SUPPLY, INC.

B. The construction lien to be foreclosed is:

Construction Lien for the amount herein stated including costs,  
Recorded: April 30, 1987 in Reel 543, Page 66, Microfilm  
Records, Marion County, Oregon  
Amount: \$3,646.71  
Claimant: Platt Electric Supply, Inc

C. The estate or interest in the land hereinafter described or referred to  
covered by this Guarantee is:

Fee Simple Estate

D. Title to said estate or interest at the date hereof is vested in:

CHARLES A. SIDES and SALLY ANN SIDES  
as tenants by the entirety

E. The land referred to in this Guarantee is situated in the County of Marion, State of Oregon, and is described as follows:

PARCEL I:

Fifty (50) feet of the North side the full length thereof of Lot Seven (7) in Block Fifteen (15) of G.H. Jones Addition to the City of Salem in Marion County, State of Oregon, as said lot is shown and designated on the recorded plat of said addition now of record in the office of the Recorder of the Conveyances for said Marion County, Oregon.

PARCEL II:

Beginning at the Southwest corner of Lot Eight (8), Block Fifteen (15) in the George H. Jones Addition to the City of Salem, Marion County, Oregon, which said point is marked by an iron pipe; running thence Easterly along the South line of said Lot Eight (8) a distance of 145.85 feet to the center of a cedar post which is set on the said South line of said lot; running thence Northerly along a fence constructed in the year 1940 upon a line established by the Modified Decree in that certain suit to quiet title in the Circuit Court of the State of Oregon for Marion County, Department No. 2 between Clyde Kelty and Bertha M. Kelty, His wife, plaintiffs, vs. Ina V. Miller, defendant, numbered 28898, a distance of 57 feet to a point which is marked by an iron pipe set two feet below the surface of the ground under the bottom of the corner cedar post in said fence; running thence Easterly along the line established under said modified decree a distance of 12.92 feet, more or less, to the East line of said Lot Eight (8); thence Northerly upon the East line of said Lot Eight a distance of 18.10 feet, more or less, to the Northeast corner of said Lot Eight (8); thence Westerly upon and along the North line of said Lot Eight (8) a distance of 158.0 feet to the Northwest corner of said Lot Eight (8), which is marked by an iron pipe; thence Southerly upon and along the West line of said Lot Eight (8) a distance of 75.10 feet to the point of beginning.

PARCEL III:

Beginning at the Northwest corner of Block 14-1/2 of Geo. H. Jones Addition to Salem in Marion County, Oregon (See Volume 1, Page 29, Record of Town Plats for said county and state) running thence Easterly along the North line of said Block 158.00 feet to an iron rod; thence Southerly, parallel with the West line of said Block, 66.00 feet to an iron pipe in the North line of Block 15 of Geo. H. Jones Addition; thence Westerly along the North line of said Block 15, 158.00 feet to an iron bolt on the East line of Liberty Street; thence Northerly along said East line of Liberty Street 66.00 feet to the place of beginning.

EXHIBIT II

JUDICIAL FORECLOSURE GUARANTEE

Guarantee No. 18-16374/600402

As of the effective date, the premises are subject to the following Exceptions:

1. Any bankruptcy proceeding that is not disclosed by the acts that would afford notice as to said land, pursuant to Title 11 U.S.C. 549 (C) of the Bankruptcy Reform Act of 1978, as amended.
2. Taxes for the fiscal year 1987-88, a lien in an amount to be determined, but not yet payable.
3. The premises herein described were included within the boundaries of the South Central Neighborhood Development Project as disclosed by instrument, Recorded: December 5, 1975 in Reel 31, Page 680, Microfilm Records, Marion County, Oregon
4. Reciprocal easement agreements as disclosed by deeds, Recorded: April 16, 1986 in Reel 455, Page 480 and Reel 455, Page 481 Microfilm Records, Marion County, Oregon.  
(exact location of easement not described) (Parcels I & II)
5. An easement created by instrument, including the terms and provisions thereof, Recorded: August 25, 1986 in Reel 485, Page 116, Microfilm Records, Marion County, Oregon  
In favor of: Wardens and Vesbry of the Parish of St. Pauls, an Oregon non-profit corporation  
For: Sunday Parking  
(Parcels I & II)
6. Trust Deed, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein.  
Dated: November 6, 1986  
Recorded: December 16, 1986 in Reel 510, Page 165, Microfilm Records, Marion County, Oregon  
Amount: \$925,000.00  
Grantor: Charles A. Sides and Sally Ann Sides, as tenants by the entirety  
Trustee: Capital Title Company  
Beneficiary: Seafirst Mortgage Company, a Washington corporation  
(Parcels I-III)

7. Trust Deed, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein.

Dated: December 11, 1986  
Recorded: December 16, 1986 in Reel 510, Page 167,  
Microfilm Records, Marion County, Oregon  
Amount: \$35,000.00  
Grantor: Charles A. Sides and Sally Ann Sides  
Trustee: Capital Title Company  
Beneficiary: James D. Vick  
(Parcels I-III)

8. Trust Deed, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein.

Dated: December 1986  
Recorded: December 16, 1986 in Reel 510, Page 168,  
Microfilm Records, Marion County, Oregon  
Amount: \$55,391.23  
Grantor: Charles A. Sides  
Trustee: Jon S. Hendrickson, Attorney at Law  
Beneficiary: Charles A. Morgan and Gayleen V. Morgan, husband and wife  
(Parcels I-III)

9. Claim of Lien,

Amount: \$4,009.00  
Recorded: March 24, 1987 in Reel 533, Page 373,  
Microfilm Records, Marion County, Oregon.  
In Favor Of: Zeeb Interiors  
(Parcels I-III)

10. Claim of Lien,

Amount: \$3,646.71  
Recorded: April 30, 1987 in Reel 543, Page 66  
Microfilm Records, Marion County, Oregon.  
In Favor Of: Platt Electric Supply, Inc.  
(Parcels I-III)

11. Claim of Lien,

Amount: \$1,954.70  
Recorded: May 26, 1987 in Reel 548, Page 205,  
Microfilm Records, Marion County, Oregon.  
In Favor Of: Sunlite Plumbing & Heating  
(Parcels I-III)

12. Construction Lien for the amount herein stated including costs,

Recorded: June 15, 1987 in Reel 553, Page 259, Microfilm  
Records, Marion County, Oregon  
Amount: \$2,755.24  
Claimant: McBrides's Industrial Coating & Construction

13. Construction Lien for the amount herein stated including costs,  
Recorded: July 18, 1987 in Reel Reel 554, Page 275, Microfilm  
Records, Marion County, Oregon  
Amount: \$5,234.97  
Claimant: Eoff Electric Company

14. Construction Lien for the amount herein stated including costs,  
Recorded: July 1, 1987 in Reel 558, Page 224, Microfilm  
Records, Marion County, Oregon  
Amount: \$38,445.65  
Claimant: L.D. Mattson, Inc.

15. Construction Lien for the amount herein stated including costs,  
Recorded: July 1, 1987 in Reel 558, Page 225, Microfilm  
Records, Marion County, Oregon  
Amount: \$68,451.00  
Claimant: L.D. Mattson, Inc.

16. Construction Lien for the amount herein stated including costs,  
Recorded: July 7, 1987 in Reel 559, Page 149, Microfilm  
Records, Marion County, Oregon  
Amount: \$4,440.00  
Claimant: Jet Heating, Inc.

17. Construction Lien for the amount herein stated including costs,  
Recorded: July 10, 1987 in Reel 560, Page 26, Microfilm  
Records, Marion County, Oregon  
Amount: \$1,251.00  
Claimant: Jet Insulation, Inc.

NOTE: The construction lien to be foreclosed herein gives only one tax  
account number, however 1500 Liberty SE covers three tax account numbers.

NOTE: Taxes for the fiscal year 1986-87, Paid in Full  
Original Amount: \$907.51  
Account No.: 82661-490  
(Parcel I)

NOTE: Taxes for the fiscal year 1986-87, Paid in Full  
Original Amount: \$1,225.71  
Account No.: 82661-500  
(Parcel II)

NOTE: Taxes for the fiscal year 1986-87, Paid in Full  
Original Amount: \$1,612.96  
Account No.: 82661-410  
(Parcel III)

EXHIBIT III

JUDICIAL FORECLOSURE GUARANTEE

Guarantee No. 18-16374/600402

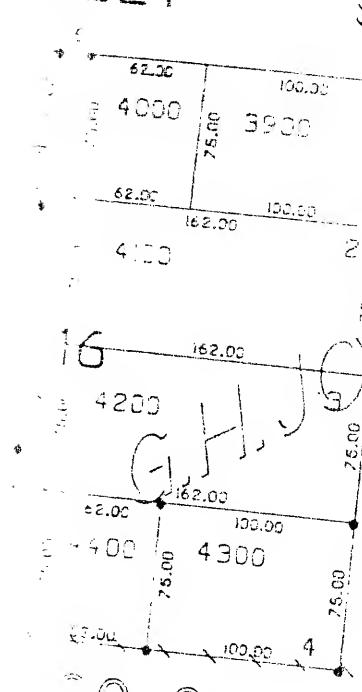
Relative to the mortgage, contract, or construction lien to be foreclosed shown in this Guarantee:

1. Attention is directed to the Soldier's and Sailor's Civil Relief Act of 1940 which restricts proceedings against persons in the military service of the United States.
2. Attention is called to the Federal Lien Act of 1966 (Public Law 89-719) which, among other things, provides that written notice of a sale of property be given to the Secretary of the Treasury or his delegate as a requirement for the discharge of a federal tax lien or the divestment of any title of the United States derived from the enforcement of a lien, and establishes a right in the United States to redeem the property within a period of 120 days from the date of such sale.
3. The necessary parties to be made defendants in a suit to foreclose the lien above referenced are:
  - a. Charles A. Sides
  - b. Sally Ann Sides
  - c. Seafirst Mortgage Company
  - d. Sunlite Plumbing & Heating
  - e. McBrides,s Industrial Coating & Construction
  - f. Eoff Electric Company, Inc.
  - g. L.D. Mattson, Inc.
  - h. Jet Heating, Inc.
  - i. Jet Insulation, Inc.

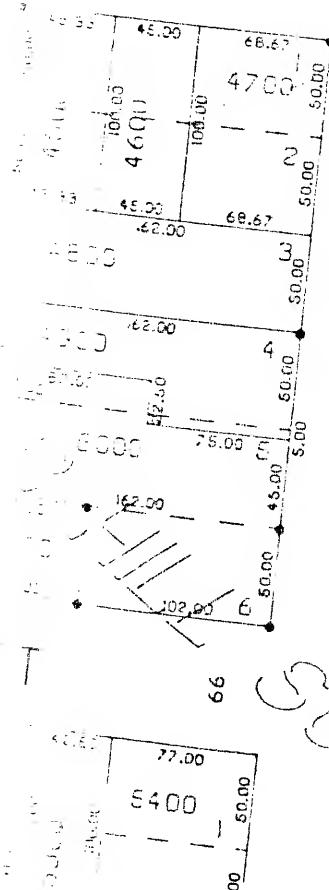
Parties in possession or claiming the right to possession.

201220D

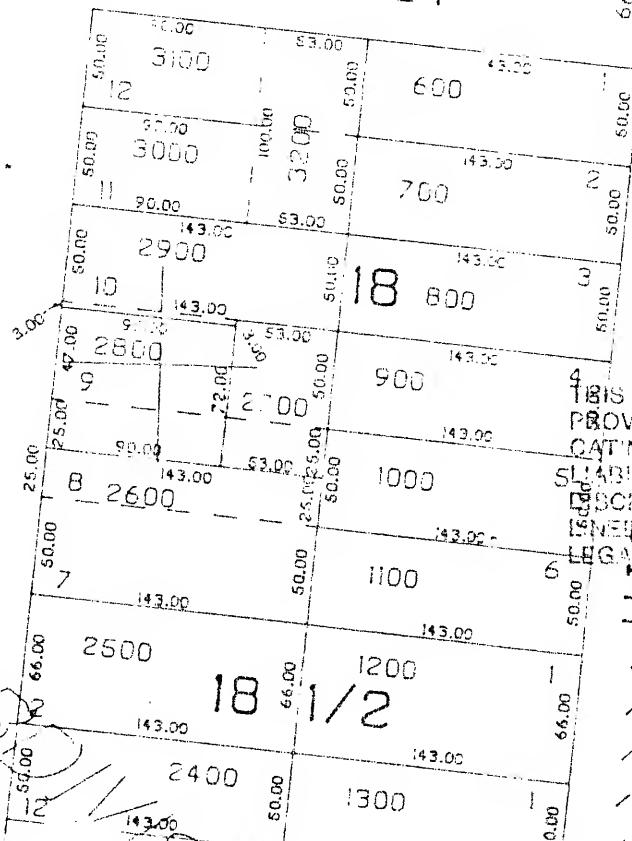
PEET



## STREET



STREET



KEY TITLE COMPANY

4.1 KEY TITLE COMPANY  
THIS COPY OF ASSESSORS MAP IS  
PROVIDED SOLELY TO ASSIST IN LOCATING SUBJECT PROPERTY. NO  
SALABILITY IS ASSUMED BY KEY FOR  
DISCREPANCIES IN THIS MAP AS OUTLINED AND THE ACCOMPANYING  
LEGAL DESCRIPTION.

EXHIBIT "B"